

SECTION 01000
GENERAL REQUIREMENTS

1. GENERAL.

1.1. The Contractor shall provide all supervision, labor, equipment and materials (as listed in paragraph 4 below) necessary to perform temporary roofing repairs on structures that were damaged by natural disasters as ordered by USACE. Work shall commence by 0700 the day following receipt of a task order.

1.2. Work shall be performed within the geographic boundaries of the Hawaiian and Pacific Islands.

1.3. Work shall be performed during the hours of 7:00 am and 7:00 pm, seven days per week, unless otherwise stated in the task order.

1.4 The contractor shall be required to be in compliance with all applicable local permits and licenses. Refer to the Clause entitled Permits And Responsibilities (FAR 52.236-7) of Section 00700.

1.5 Initial Task Order shall be for the pre-disaster mobilization and submittal requirements, reference paragraph 2.7.

1.6 Follow-on Task Orders shall be for exercising the IDIQ Option or Construction Phase of this contract,
reference paragraph 6.

2. GENERAL REQUIREMENTS.

2.1. CERTIFICATES OF COMPLIANCE.

Should the Contracting Officer's Representative deem certifications be submitted, any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in three (3) copies unless otherwise specified for each individual task order. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of the shipment or delivery to which the certificates apply. Copies of laboratory tests reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specifications requirements.

2.2. PHYSICAL DATA

2.2.1 Location

This solicitation covers the geographic boundaries of the Hawaiian and Pacific Islands.

2.2.2 Weather Conditions

The project area is subject to tropical storms and hurricanes from June through November, and to windy and/or rainy weather, including severe electrical storms and other sudden and locally severe meteorological occurrences that approach hurricane conditions, during any time of the year. The

Contractor shall maintain full-time monitoring of the NOAA marine weather broadcasts, and avail themselves of such other local commercial weather forecasting services as may be available.

2.2.3 Contractor Investigation

The Contractor shall make his own investigation of available roads for transportation, load limits for bridges and roads, and other road conditions affecting the transportation of materials and equipment to the site.

2.3 WATER.

(a) The responsibility shall be upon the Contractor to provide and maintain at his own expense an adequate supply of water for his use for construction, and to install and maintain necessary supply connections and piping for the same, but only at such locations and in such manner as may be approved by the Contracting Officer. In the event water is made available by the Government, the Contractor shall, at his own expense, install a meter to determine the amount of water used by him and such water will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Contracting Officer.

(b) The contractor shall provide and maintain his own temporary toilet and washing facilities. Toilet and washing facilities shall be installed and maintained in compliance with the provisions of EM 385-1-1, Corps of Engineers Safety Requirements, in a location approved by the Contracting Officer.

2.4 ELECTRICITY.

(a) All electric current required by the Contractor for each individual task order shall be furnished at his own expense. All temporary connections for electricity shall conform to the requirements of EM 385-1-1 and the most recent National Electrical Code and be subject to the approval of the Contracting Officer. In the event electricity is made available by the Government, the Contractor shall, at his own expense, install a meter to determine the amount of current used by him and such electricity will be paid for by, or charged to, the Contractor at prevailing rates or at reasonable rates as determined by the Contracting Officer. All temporary lines will be furnished, installed, connected, and maintained by the Contractor in a workmanlike manner satisfactory to the Contracting Officer and shall be removed by the Contractor in like manner at his expense prior to completion of the construction.

(b) In accordance with the most recent National Electrical Code the Contractor shall provide Ground Fault Circuit Interruption (GFCI) on all 120 volt, 15 and 20 ampere, single phase receptacles used for construction power. Ground Fault Circuit Interrupters are not an acceptable substitute for grounding.

2.5 CONFERENCES, MEETINGS/STRATEGIC PLANNING SERVICES. The Contractor shall participate in pre and post emergency conferences, workshops, meeting and exercises such as Command Exercises, After Action Reviews, Lessons Learned Analysis, Planning and Response Team Training, etc. as required by the Government. The Government's response may require additional coordination with the Contractor relative to overall contract performance and strategic planning for the mission. The Contractor shall provide a senior manager in the Contractor's organization, experienced with the Temporary Roofing mission, to provide services in coordination of response and participation in planning activities. These services may be required at various locations in support of the ESF-3 cell at the impacted Division, HQUSACE, Regional Operations Center (ROC), Disaster Field Office (DFO) or other locations. This

senior manager shall have full access to the firm's communication and information management resources required to perform this function. Upon agreement by the Government and the Contractor for these services, the location, date, time, the estimated length of need for the senior manager, the Government will issue a Task Order specifying this agreement.

2.6 PRECONSTRUCTION CONFERENCE.

(a) A Partnering Approach Meeting, if required by the Government, will be arranged by the Contracting Officer's Representative after award of contract and shall be held before the first Construction task order is issued. The Contracting Officer's Representative will notify the Contractor of the time and date set for the meeting. At this conference, the contractor shall be oriented with respect to Government procedures and lines of authority, contractual, administrative, and construction matters. Additionally, a schedule of required submittals will be discussed. Minutes of the meeting shall be prepared by the Contracting Officer or Contracting Officer's Representative and signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The minutes shall become part of the contract file. There may also be occasions when subsequent conferences will be called to reconfirm mutual understanding. A Pre-Construction Conference will be held after the emergency work has been identified and the first task order for work has been issued. Minutes of the meeting shall be prepared by the Contracting Officer or Contracting Officer's Representative and signed by both the Contractor and the Contracting Officer or Contracting Officer's Representative. The minutes shall become part of the contract file.

2.7 SUBMITTALS.

(a) Within forty-eight hours after issuance of a Task Order for submission of submittals, the Contractor shall submit the following items in either completed or draft form for review by the Contracting Officer's Representative prior to the preconstruction conference:

(1) Letter Appointing Superintendent

(2) Power of Attorney and Certified Copy of Resolution for local representatives (if local representative will be allowed to sign contract documents)

(3) Certificate of Insurance

(4) Affirmative Action Plan. Refer to Contract Clause Equal Opportunity, of Section 00700: Contract Clauses.

(5) Drug-Free Workplace. Refer to Contract Clause Drug-Free Workplace, of Section 00700: Contract Clauses.

(6) List of Subcontractors

(7) Accident Prevention Plan (including Activity Hazards Analysis as outlined in EM 385-1-1, Appendix A and Figure 1-1 of Section 1, Hurricane and Severe Storm Plan, and Employee Safety and Health Indoctrination (ESHI). Refer to paragraph 6.7 of this section. The Accident Prevention Plan shall also include the following:

(a) Safety and Occupational Health (SOH) organization

(b) SOH Professional's resume

(c) Safety Professional's responsibilities and authorities

(d) SOH responsibilities for on-site personnel (project managers, quality control personnel, managers, supervisors, foreman, workers, subcontractor, etc.)

(e) On-site organizational structure

(f) Accident experience for the past three years (OSHA logs and EMR rates)
(g) Company SOH policy letter and SOH program document. If not part of the safety program document, include the following items:

- (1) SOH compliance checklist for required operations
- (2) Equipment inspection procedures and forms
- (3) Fall protection plan for temporary roofing
- (4) Personal Protective Equipment (PPE) requirements (who, what, why, when)

(8) Quality Control Plan, Refer to Section 1450 "Contractor Quality Control".

(9) Evidence of Local License or Permits

(10) Plan for contractor's Phase I mobilization, starting 72 hours prior to landfall.

(11) Other Items as May be Specified Elsewhere

(b) Each Plan shall be submitted as an enclosure to a letter, signed by a Corporate Official of the Contractor. The letter shall state that the Plan complies with all requirements of the contract.

(c) Failure to comply with the above requirements within the time prescribed will be considered a condition endangering the performance of the contract and may be considered grounds for termination of the contract in accordance with the Contract Clause entitled Default (Fixed-Price Construction) of this contract.

(d) The Contracting Officer's Representative will:

(1) Approve the format used by the Contractor in the preparation of the Contractor's Quality Control Report (QCR), which the Contractor will submit. Refer to Section 1450, "Contractor Quality Control".

(2) Inform the Contractor of the requirement to indoctrinate all personnel on job site safety prior to the employee commencing any work. The indoctrination shall be signed and dated by the employee and the Supervisor. A copy shall be maintained by the Contractor at the job site. A sample guide is provided as Appendix A at the end of this section.

(e) The letter of record will be written documenting all items discussed at the conference and a copy will be furnished by the Contracting Officer's Representative to all in attendance.

2.8 NOTICE TO PROCEED.

Issuance of a task order is considered to be the Notice to Proceed.

(1) Construction work cannot commence until acceptable interim plans and schedules have been submitted and approved.

(2) While the Contractor is operating under acceptable interim plans, the Contracting Officer may retain funds from progress payments in accordance with the Contract Clause entitled Payments Under Fixed-Priced Construction Contracts until such time as the Contractor submits acceptable final plans.

(3) If acceptable final plans are not submitted within a reasonable time, as determined by the Contracting Officer, the Contracting Officer may order the Contractor to stop construction work until such time as acceptable plans have been submitted and approved. Any such stop work order shall not be considered a suspension of work for an unreasonable period of time under the Contract Clause entitled Suspension of Work and the Contractor shall not be entitled to pay adjustments as a result of the stop work order.

2.9 OPERATIONS MANAGER.

The Contractor shall assign and provide an Operations Manager (OM) to the Emergency Response and Recovery Office (ERRO) (affected site) to serve as the principal liaison with the Corps' Contracting Officer. This position will not require constant presence, rather the OM will be required to be physically capable of responding to the ERRO (affected site) within 30 - 60 minutes of notification. This representative will work exclusively to this contract during a disaster. The assigned OM must be knowledgeable of all facets of the Contractor's operations and have authority in writing to commit the contractor. The OM shall be on call 24 hours per day, seven days per week and shall have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage shall provide immediate contact via ex: Cell phone, Fax machine, and have Internet capabilities. The OM will participate in daily After Action Reviews and disaster exercises, functioning as a source to provide essential element information. The OM will report to the Contracting Officer.

3. RIGHT-OF-ENTRY.

3.1. The Contractor will be provided completed right-of-entry (ROE) forms (see sample in Attachment Section), from the Government. Completed ROE forms will be in English. (ROEs in Spanish are provided for informational purposes only.) The completed ROE will bear the address of the damaged property and the property owner's signature. In the upper left hand corner of each completed ROE form will be an estimate of the square footage of plastic required to perform the temporary roof repair. This estimated quantity will be used to issue Government-furnished plastic to the Contractor. Two copies will be provided to the Contractor prior to initiating work. Work shall be performed only on property identified on the government-furnished ROE forms.

3.2 As roof repairs are performed and executed by the Contractor's crew, the Contractor shall attach one copy of the respective completed and executed ROE to a daily tabulated log sheet. The tabulated log sheet will document (for each executed repair): the ROE number, the address, the square footage of plastic installed, the square footage of structural-use panel installed, the linear footage of joists installed, and remarks. Both the Contractor's and Government's representative shall sign the bottom portion of the tabulated log sheet. The work will be inspected by a Government representative to verify quantities for payment. Originals of the completed and executed ROEs (copies will not be accepted) shall be delivered by the Contractor to the Government's representative on a daily basis.

3.3. The ROE shall be furnished for the sole purpose of temporary roof repair. The Contractor shall not make any representations to the property owner that may mislead the property owner or may lead the property owner to assume that the Contractor has been authorized by the Government to perform work other than temporary roof repair. Contractor personnel shall only enter property as identified on the completed government-furnished ROE forms.

4. CONTRACTOR-FURNISHED MATERIALS. The Contractor shall furnish the following: (Note: All Contractor-furnished materials shall conform to local building codes.)

4.1. Structural-Use Panels (Plywood and Other Panel Products). "Structural-use panel" refers to either plywood or one of the newer panel products which includes (but is not limited to) composite panels, waferboard, oriented strand board, and structural particle board. Structural-use panels shall be used for roof decking repairs as specified in paragraph 6.1.3. Structural-use panels shall be stamped with a grade-trademark by the American Plywood Association (APA). The minimum acceptable grade trademark for plywood decking is C-C EXTERIOR, APA (unsanded plywood sheathing grade for roof applications). Plywood panels consist of a number of cross grain laminated veneers (thin sheets or pieces of wood). Structural-use panels that do not consist of all-veneer plywood include (but are not limited to) composite panels, waferboard, oriented strand board, and structural particle board. The grade trademark found on nonveneer panels will not include the veneer grade (e.g., C-C), but it is required that all non-veneer panels be APA rated for exterior use. Panels with directional properties (e.g., oriented strand board) shall be used in the strong direction (long dimension of the panel perpendicular to the supports). All structural-use panels shall have a minimum thickness of ½". The standard size of a structural-use panel is 4-ft x 8-ft.

4.2. Furring Strips. Shall be minimum 1x2 wood strips pressure-treated with wood preservative.

4.3. Fasteners. Galvanized steel 8d nails shall be used to fasten structural-use panels and furring strips. Galvanized self-tapping No. 10 screws, 2 1/2 inches long, with gimlet point shall be used to anchor furring strips directly to corrugated metal roofing only when there is no existing rafter available to provide anchorage (see paragraph 6.2.). Otherwise, for corrugated metal roofing, galvanized steel 8d nails shall be applied as specified in paragraph 6.2. All fasteners shall be installed at spacing of not more than 24 inches on center along the structural-use panel or furring strip. In addition, fastener spacing, end distances and edge distances shall be sufficient to avoid unnecessary splitting of wood.

4.4. Joists and Rafters. Joists and rafters shall be minimum 2x4 structural lumber stamped with a grade-trademark, or certificate of inspection issued by a lumber grading or inspection bureau or agency recognized as being competent.

4.5. Roofing Tape. Roofing tape shall be butyl rubber roofing adhesive with polypropylene film liner. Polypropylene film liner shall have minimum thickness of 2 mil. Tape shall be waterproof, weatherproof, UV-resistant and capable of withstanding temperatures from -35 degrees F. to 180 degrees F.

5. GOVERNMENT-FURNISHED MATERIAL.

5.1. The Government will furnish reinforced polyethylene plastic sheeting (minimum 9 mil thickness) in the preferred 20' x 100' rolls, or any other available size.

5.2. The plastic sheeting will be issued by a Government representative from the Government's stockpile at a location defined during the preconstruction meeting or with the issuance of each task order. The amount of plastic issued will be based on estimated square footage noted on the provided ROE. The Contractor shall keep a daily log of material used each day. The log shall contain cumulative totals for sheeting received, used and remaining. A copy of the daily log shall be given to the Government representative at the end of each day. The Contractor is responsible for transporting, storing, and protecting all sheeting issued to the Contractor. At the end of the contract, the Contractor shall return all unused plastic sheeting to a location specified by the Government representative.

6. EXECUTION.

6.1. General.

6.1.1. Visual Inspection.

All structures shall be visually inspected by both the Government representative and the Contractor prior to commencement of work. Work will not be permitted on any structure that is deemed unsafe or uninhabitable.

6.1.2. Roof Rafters.

Structures with 50% or more of the roof rafters missing will be considered beyond the limits of temporary repair. Work will not be permitted on any structure that is deemed beyond the limits of temporary repair, unless specifically authorized by the Government. For structures with 50% or less of the roof rafters missing, rafters and joists (as specified in paragraph 4.4.) shall be cut to size and installed as necessary to provide proper anchorage and support for temporary plastic roofing and roof decking.

6.1.3. Roof Decking.

The Contractor shall attach the plastic sheeting directly to remaining roof framework after assuring adequate strength and soundness of the existing joists, rafters and decking. If the structure has 50% or less of its roof decking missing, Contractor shall cut to size and install structural-use panels (as specified in paragraph 4.1.) as necessary to provide proper anchorage, support and drainage for temporary plastic roofing. The Contractor will install decking in addition to joists and rafters (as required in paragraph 6.1.2.) before proceeding with plastic sheeting installation.

6.1.4. Furring Strips.

The plastic sheeting shall be stretched taut and secured with furring strips which shall be installed around the perimeter of the roof. Warped and/or split furring strips will not be accepted. Intermediate furring strips shall be installed vertically and nailed along existing joist/nailing lines, if possible, and shall run from the top to the bottom of the repair. Spacing between intermediate furring strips shall not exceed 6 feet. Along all edges, the furring strips shall be wrapped a minimum of two wraps in the plastic sheeting prior to fastening. Furring strip fasteners shall be spaced no more than 24 inches on center. Contractor shall install fasteners along the top of the truss or rafter.

6.1.5. Concrete or Rubber Membrane Roof.

Work will not be permitted on any concrete or rubber membrane covered roof unless specifically directed by the Contracting Officer.

6.1.6. Roof Drainage.

Every roof will have unique drainage requirements. The contractor shall maintain existing roof slopes and drainage patterns during temporary roof repair. Proper drainage is vital to the performance and extended life of the plastic sheeting. Ponded water on a roof induces breeding of mosquitoes and other pests and poses a serious threat of damage to the structure and its contents in the event of ruptures in the plastic sheeting. The Contractor shall install roof decking as necessary to prevent ponded water on the roof. Installed rafters and decking shall extend beyond the exterior wall of the house to prevent roof drainage from flowing along exterior walls and windows.

6.1.7. Butyl Rubber Roofing Tape.

Plastic sheeting shall be closely fitted around pipes, conduits and other protrusions. Areas surrounding protrusions shall be sealed by using small strips of plastic to form a collar and fully sealing the collars with butyl rubber roofing tape (as specified in paragraph 4.5) applied along the entire perimeter of the collar. Any punctures or small tears shall also be repaired by applying butyl rubber roofing tape along the entire length of the puncture or tear.

6.2. Metal and Corrugated Metal Roofing Systems. Furring strips shall be placed over the existing rafters/nailling lines. Contractor shall avoid placing the furring strips on the open metal roofing since wind action will ultimately loosen the roof/furring strip connection and create leaks. The placing of furring strips along the existing rafter/nailling lines will result in full nail penetration in the rafter and a more secure roof/furring strip connection, thus reducing unnecessary warping of the furring strips. When no rafters are present, galvanized screws (as specified in paragraph 4.3.) shall be used for fastening furring strips to the open metal area. These screws form their own mating threads when driven into pierced or punched holes, thus providing sufficient uplift resistance for the temporary roof.

6.3. Tile Roofing. Tiles from the roof edges and bottom shall not be removed if an appropriate area outside the tile area exists (e.g. fascia board) in which the furring strips can be attached. Tiles may only be removed if required to provide an adequate area in which to properly secure the furring strips to the roof. For tile removal of roofing systems with tile lengths less than 10 inches, remove the top two (2) rows of tile. For tile roof systems with tile lengths of 10 inches or more, remove just one row of tile for the placement of horizontal top fasteners. Remove the row of tile at the bottom edge of the roof for perimeter furring strip attachment. Remove one column of tile every six (6) feet starting from one roof edge and ending at the opposite roof edge for intermediate and perimeter furring strips.

6.4. Joist/Planking Roofing. Care must be taken to assure adequate strength and soundness of the existing joists and planking. Contractor shall place the furring strips vertically along the existing rafters/nailling lines to prevent ponding.

6.5. Roofing Shingles. Care must be taken to assure strength and soundness of the existing deck. Contractor shall place the furring strips vertically along the existing rafters/nailling lines to prevent ponding.

6.6. Damage. The Contractor shall be responsible for any property damage caused by the Contractor's personnel or equipment. Damage shall be repaired at no cost to the Government or any third party.

6.7. Safety

6.7.1 General Safety Requirements

The Contractor's personnel will be working at heights up to four stories. The Contractor shall comply with all requirements of the most current edition of the U.S. Army Corps of Engineers EM 385-1-1, Safety and Health Requirement Manual. See Clause Safety Requirements (Section 00800, Paragraph 9) for additional requirements. The Contractor shall also comply with OSHA Std. 3.1, Interim Fall Protection Compliance Guidelines For Residential Construction. The Contractor shall submit to the Contracting Officer's Representative (COR) for acceptance an Accident Prevention Plan in accordance with EM 385-1-1, Section 01.A.07. The Contractor shall submit to the COR his proposed procedures to be taken upon the approach of severe weather.

6.7.2 Additional Safety Requirements

The Contractor shall designate a Safety Manager, a supervisory person to be present on the site, overseeing work and adherence to safety at the site. This individual should work exclusive to this contract during a given disaster. The work shall be done in strict accordance with EM 385-1-1. Special attention shall be paid to EM 385-1-1, Sections 05.D and 05.F. The Contractor shall establish a "Hard Hat Only" area as directed by the COR. All personnel within this Zone shall wear Safety Helmets. All Safety Helmets on site shall be ANSI Z89.1-1986 Certified Models. The use of Explosive-Actuated (powder-actuated) Tools shall be in accordance with EM 385-1-1, Section 13.E. All ladders and scaffolds shall be in accordance with EM 385-1-1.

6.8. Debris. For each roof repair, the Contractor shall place all debris generated by the repair in a single condensed pile adjacent to the nearest street in a location easily accessible to debris removal equipment.

6.9. Quality Control. Refer to Section 1450, "Contractor Quality Control".

7. INSPECTION AND ACCEPTANCE. The Government may inspect the work as the Contractor progresses. However, the Government reserves the right to inspect at a later time. Work will not be accepted and payment will not be made until repairs have been satisfactorily completed.

8. PAYMENT. (Read this paragraph in conjunction with the Payments clause of this contract)

8.1. Submittals will be paid in a lump sum. (Item 0001).

Conferences, Meetings/Strategic Planning(Ref. Paragraph 2.5, Section 01000) will be paid in a lump sum. (Item 0002AA)

8.3 Operations Manager (Ref. Paragraph 2.9, Section 01000) will be paid per day. (Items 0004AA, 0005AA, 0006AA, 0007AA and 0008AA of the Price Schedule).

8.4. The plastic sheeting shall be paid by the area of roof covered in square feet (Item 0004AB, 0005AB, 0006AB, 0007AB, and 0008AB). This pay item shall include all costs associated with the supply and installation of plastic sheeting including furring strips, fasteners, and tape per event size.

8.5. The structural-use panel shall be paid by the area of roof covered in square feet per event size. (Item 0004AC, 0005AC, 0006AC, 0007AC and 0008AC).

8.6. The joists shall be paid by the linear foot installed per event size. (Item 0004AD, 0005AD, 0006AD, 0007AD, and 0008AD).

8.8 Payment will be made bi-weekly upon submission of an invoice for services rendered during the preceding 2-week period and shall be at the unit rate given in Section B. Payment due dates will be computed in accordance with the Prompt Payment clause of this contract, except that, in accordance with DFARS 232.905(2), payments to small disadvantaged business concerns will be made as quickly as possible after receipt of the invoice.

Notwithstanding the above, small business concerns may submit invoices every two weeks and small disadvantaged business concerns may submit invoices on a weekly basis. (The Contractor's size and

disadvantaged business status will be determined by referring to the Contractor's certifications and representations submitted with the initial offer.)

8.9 The contractor may invoice for actual costs associated with travel for the Operations to deploy pre-disaster or travel as required in Para. 2.5, Section 01000. Such costs will be negotiated with the award of the first task order and will represent actual costs of airfare (reflecting best available pricing for coach or business class travel), mileage, and per diem as priced against the current Joint Travel Regulations.

9. PARTNERING. In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget and on schedule.